

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
HARRISON DIVISION

UNITED STATES OF AMERICA )

v. )

JAMES READ )

CRIMINAL NO. 3:21-CR-30001-001

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1) of the Federal Rules of Criminal Procedure, the parties hereto acknowledge that they have entered into negotiations which have resulted in this Agreement. The agreement of the parties is as follows:

**WAIVER OF INDICTMENT AND  
PLEA OF GUILTY TO INFORMATION**

1. The Defendant, JAMES READ, agrees to waive Indictment by a grand jury, and consents to the filing of an Information charging the Defendant with False Statement, in violation of 18 U.S.C. § 1001(a)(3), Money Laundering, in violation of 18 U.S.C. § 1957, and Wire Fraud, in violation of 18 U.S.C. § 1343. The Defendant further agrees to plead guilty to the Information.

**CONSENT TO PROCEED BEFORE THE MAGISTRATE JUDGE**

2. The Defendant acknowledges that he has been advised and understands that he has a right to have a United States District Judge presiding when he enters a guilty plea and that he can exercise that right without concern or reservation. The Defendant and the United States hereby consent to have the proceedings required by Rule 11 of the Federal Rules of Criminal Procedure incident to the making of the plea to be conducted by the United States Magistrate Judge. If, after conducting such proceedings, the Magistrate Judge recommends that the plea of guilty be accepted, a presentence investigation and report will be ordered pursuant to Federal Rule of Criminal Procedure 32. The Defendant acknowledges that his plea of guilty is subject to approval and

acceptance by the District Judge and that sentencing will be conducted by the District Judge.

**WAIVER OF OBJECTIONS TO MAGISTRATE'S  
REPORT AND RECOMMENDATION**

3. The parties acknowledge that pursuant to 28 U.S.C. § 636(b)(1)(B), the failure to file objections to the Report and Recommendation within fourteen (14) days bars them from objecting to the District Court's acceptance of the guilty plea as recommended by the Magistrate Judge. Having been advised of the right to object to the Report and Recommendation, the parties wish to waive that right for the purpose of expediting acceptance of the guilty plea in this matter. Accordingly, evidenced by their signatures appearing below, the parties hereby waive the right to object to the Magistrate Judge's Report and Recommendation Concerning Plea of Guilty, and consent to acceptance of the same by the United States District Judge so that acceptance of the guilty plea may proceed forthwith.

**AGREEMENT REGARDING FORFEITURE**

4. The Defendant, JAMES READ, hereby agrees to forfeit any and all interest that he may have in one GMC Sierra bearing Vehicle Identification Number 3GTU2NEC3HG319282, seized from his residence by the Federal Bureau of Investigations, on December 11, 2020 and agrees to consent to and not to contest in any manner the administrative forfeiture of these assets. The Defendant acknowledges that these assets are subject to forfeiture as proceeds of illegal conduct, property facilitating illegal conduct, and/or property involved in illegal conduct giving rise to forfeiture. The Defendant agrees to execute any and all documents requested by the United States to facilitate or complete the forfeiture process. The Defendant further agrees not to assist any other person or entity in contesting the forfeiture of the property seized in connection with this case. The United States agrees not to seek any further criminal forfeitures pursuant to the Forfeiture Allegation of the Indictment.

### **ADMISSION OF FACTUAL BASIS IN SUPPORT OF GUILTY PLEAS**

5. The Defendant has fully discussed with defense counsel the facts of this case and the elements of the crimes to which the Defendant is pleading guilty. The Defendant has committed each of the elements of the crimes to which the Defendant is pleading guilty, and admits that there is a factual basis for the guilty pleas. The following facts are true and undisputed:

#### **COUNT 1 False Statement**

- a. On March 27, 2020, the United States Government enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided economic stimulus for individuals and businesses affected by the Coronavirus Pandemic.
- b. This economic stimulus includes a series of forgivable loans, guaranteed by the Small Business Administration---a program known as the Paycheck Protection Program (PPP).
- c. To obtain a PPP loan, a qualifying business must submit a PPP loan application, which is signed by an authorized representative of the business. The PPP loan application requires the business (through its authorized representative) to acknowledge the program rules and make certain affirmative certifications in order to be eligible to obtain the PPP loan. In the PPP loan application, the small business (through its authorized representative) must state, among other things, its average monthly payroll expense; and number of employees. These figures are used to calculate the amount of money the small business is eligible to receive under the PPP. In addition, businesses applying for a PPP loan must provide documentation showing their payroll expenses.
- d. A PPP loan application must be processed by a participating lender. If a PPP loan application is approved, the participating lender funds the PPP loan using its own monies, which are 100% guaranteed by SBA. Data from the application, including information about the borrower, the total amount of the loan, and the listed number of employees, is transmitted by the lender to the SBA in the course of processing the loan.
- e. PPP loan proceeds must be used by the business on certain permissible expenses—payroll costs, interest on mortgages, rent, and utilities. The PPP allows the interest and principal on the PPP loan to be entirely forgiven if the business spends the loan proceeds on these expense items within a designated period of time after receiving the proceeds and uses a certain amount of the PPP loan proceeds on payroll expenses.
- f. On or about June 20, 2020, READ made application for a PPP loan to WebBank, an online bank, from an IP address located in Mountain Home, Arkansas, which is in the

Western District of Arkansas. The application was submitted on behalf of “Snowbirdbob LLC,” which the application indicated was an employer of 15 employees with an average monthly payroll of \$22,308.00. READ noted in the application that he was the 100% owner of Snowbirdbob LLC.

- g. READ initialed the form to demonstrate that he understood that “[t]he [loan] funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments as specified under the Paycheck Protection Program Rule” and that “if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.”
- h. He further initialed a section stating that “the information provided in this application and the information in all supporting documents and forms is true and accurate in all material respects,” and that “knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571[.]”
- i. Along with the application, READ submitted a falsified IRS Schedule C (Profit or Loss From Business), which represented that Snowbirdbob LLC had \$1.2 million in gross sales in 2019 and a net profit of \$267,700.00.
- j. On December 11, 2020, federal agents interviewed READ. During the interview, READ acknowledged that he falsified the numbers on his WebBank loan application. READ further admitted that the numbers in the Schedule C were made up.
- k. Based on READ’s representations, WebBank approved READ’s application and wire-transferred \$55,770.00 to READ’s Centennial Bank account ending in 3302 on June 29, 2020.
- l. Based on the evidence recovered during the course of this investigation, the United States could prove beyond a reasonable doubt that on or about June 20, 2020, in the Western District of Arkansas, READ willfully and knowingly made a false statement on a PPP loan application, which is a matter within the jurisdiction of the SBA, when he represented on the application that he owned a loan-eligible business with a monthly payroll obligation of \$22,308.00, when he knew and believed that statement to be false.

## COUNT 2

### Money Laundering

- m. The investigation uncovered that on or about July 1, 2020, READ purchased a 2017 GMC Sierra truck having VIN 3GTU2NEC3HG319282, from Lakeview Auto Dealership in Mountain Home, Arkansas, which is in the Western District of Arkansas. A review of READ’s Centennial bank account ending in 3302 shows that on July 1, 2020, shortly after receiving a wire transfer from WebBank for the \$55,770.00 in PPP

loan proceeds discussed above, READ obtained a cashier's check payable to Lakeview Auto Sales for \$26,000.00.

- n. Agents obtained a vehicle title history for the GMC truck from the Arkansas Department of Motor Vehicles, which confirmed that READ purchased the 2017 GMC Sierra from Lakeview Auto Sales on July 1, 2020, for \$34,900.00. READ paid for the truck using the \$26,000.00 cashier's check and credit for a vehicle trade-in.
- o. Based on the evidence recovered during the course of this investigation, the United States could prove beyond a reasonable doubt that on or about July 1, 2020, in the Western District of Arkansas, READ knowingly engaged in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, when he purchased a 2017 GMC truck bearing VIN 3GTU2NEC3HG319282, using money that was the proceeds of a scheme to defraud the SBA by submitting a PPP loan application that contained false and fraudulent information.

**COUNT 3**  
**Wire Fraud**

- p. Included in the relief provided through the CARES Act was a form of supplementary unemployment assistance known as Pandemic Unemployment Assistance (PUA). To obtain PUA, an applicant must apply with the state where the applicant was working at the time of becoming unemployed, partially unemployed, or unable to work because of a COVID-19 related reason listed in the CARES Act. An applicant can apply by completing an application at a local "one-stop center," by telephone, or online at each state's website.
- q. The state PUA administrator authorizes their financial services section to release PUA funds in the form of either: (a) a state contracted debit card mailed to the applicant; (b) a direct deposit into a pre-paid debit card account; or (c) a direct deposit into the claimant's designated bank account and in rare cases, a check can be issued to the claimant.
- r. Agents reviewed PUA claims associated to READ and his spouse, C.P. Agents determined that READ applied for benefits in Arkansas, Missouri, and Louisiana.
- s. Agents then determined these online applications were made from Internet Protocol, or "I.P." addresses from Mountain Home, Arkansas.
- t. READ's application for PUA benefits from Louisiana were processed by Louisiana Workforce Commission (LWC). READ represented to LWC that he lived at an address in West Monroe, Louisiana. C.P.'s application, which READ completed, represented that C.P. lived at this same West Monroe address.

- u. Based on READ's representations, LWC began sending, via-wire transfer, monthly payments for both READ and C.P. to his account at Bancorp Bank.
- v. During the December 11, 2020 interview, READ acknowledged that he received PUA funds to which he was not entitled. He acknowledged that he had applied for PUA benefits in Louisiana but that he did not live in Louisiana. READ acknowledged that he received the money via wire transfer. READ acknowledged that he made application for PUA benefits for C.P., despite knowing she was not a Louisiana resident.
- w. Based on the evidence recovered during the course of this investigation, the United States could prove beyond a reasonable doubt that from on or about March 28, 2020 until at least on or about October 17, 2020, in the Western District of Arkansas, READ, with the intent to defraud, knowingly and willfully devised a scheme and artifice to defraud various state PUA administrators and to obtain money from these states, by representing to the LWC that he was eligible for PUA benefits from the state of Louisiana, causing LWC to wire transfer PUA funds to READ's bank account.

#### **ADVICE OF RIGHTS**

6. The Defendant hereby acknowledges that he has been advised of and fully understands the following constitutional and statutory rights:

- a. to have an attorney and if the Defendant cannot afford an attorney, to have one provided to him and paid for at the United States' expense;
- b. to persist in his plea of not guilty;
- c. to have a speedy and public trial by jury;
- d. to be presumed innocent until proven guilty beyond a reasonable doubt;
- e. to confront and examine witnesses who testify against him;
- f. to call witnesses on his behalf;
- g. to choose to testify or not testify and that no one could force the Defendant to testify; and,
- h. to have at least 30 days to prepare for trial.

#### **WAIVER OF RIGHTS**

7. The Defendant hereby acknowledges that he understands with respect to each count to which he pleads guilty, he thereby WAIVES all of the rights listed as (b) through (h) of the above paragraph.

#### **WAIVER OF ACCESS TO RECORDS**

8. The Defendant hereby waives all rights, whether asserted directly or by a



representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

#### **WAIVER OF "HYDE" CLAIM**

9. The Defendant hereby waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney fees and other litigation expenses arising out of the investigation or prosecution of this matter.

#### **EFFECTS OF BREACH OF THIS AGREEMENT BY DEFENDANT**

10. The Defendant agrees that if after signing this Plea Agreement the Defendant commits any crimes, violates any conditions of release, or fails to appear for sentencing, or if the Defendant provides information to the Probation Office or the Court that is intentionally misleading, intentionally incomplete, or intentionally untruthful, or if the Defendant violates any term of this Plea Agreement, takes a position at sentencing which is contrary to the terms of this Plea Agreement or attempts to withdraw from this Plea Agreement, this shall constitute a breach of this Plea Agreement which shall release the United States from any and all restrictions or obligations placed upon it under the terms of this agreement and the United States shall be free to reinstate dismissed charges or pursue additional charges against the Defendant. The Defendant shall, however, remain bound by the terms of the agreement, and will not be allowed to withdraw this plea of guilty unless permitted to do so by the Court.

11. The Defendant further agrees that a breach of any provisions of this Plea Agreement shall operate as a WAIVER of Defendant's rights under Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence and the United States shall be allowed

to use and to introduce into evidence any one or more of the following:

- a. admissions against interest, both oral and written, made by the Defendant to any person;
- b. statements made by the Defendant during his change of plea hearing;
- c. the factual basis set forth in the Plea Agreement;
- d. any testimony given under oath in these proceedings or to a grand jury or a petit jury;
- e. any and all physical evidence of any kind which the Defendant has provided to the United States; and,
- f. any and all information provided by the Defendant to the United States' attorneys, or to federal, state, county, and/or local law enforcement officers.

### **MAXIMUM PENALTIES**

12. The Defendant hereby acknowledges that he has been advised of the maximum penalties for each count to which he is pleading guilty. By entering a plea of guilty to counts One and Two of the Information, the Defendant agrees that he faces:

#### **COUNT ONE**

- a. a maximum term of imprisonment for five years;
- b. a maximum fine of \$250,000;
- c. both imprisonment and fine;
- d. a term of supervised release which begins after release from prison;
- e. a possibility of going back to prison if the Defendant violates the conditions of supervised release;
- f. a special assessment of \$100.00 for each count of conviction; and,
- g. restitution as ordered by the Court.

#### **COUNT TWO**

- a. a maximum term of imprisonment for ten years;
- b. a maximum fine of \$250,000;
- c. both imprisonment and fine;
- d. a term of supervised release which begins after release from prison;
- e. a possibility of going back to prison if the Defendant violates the conditions of supervised release;
- f. a special assessment of \$100.00 for each count of conviction; and,
- g. restitution as ordered by the Court.



**COUNT THREE**

- a. a maximum term of imprisonment for thirty years<sup>1</sup>;
- b. a maximum fine of \$1,000,000.00;
- c. both imprisonment and fine;
- d. a term of supervised release which begins after release from prison;
- e. a possibility of going back to prison if the Defendant violates the conditions of supervised release;
- f. a special assessment of \$100.00 for each count of conviction; and,
- g. restitution as ordered by the Court.

**CONDITIONS OF SUPERVISED RELEASE**

13. The Defendant acknowledges that if a term of supervised release is imposed as part of the sentence, the Defendant will be subject to the standard conditions of supervised release as recommended by the United States Sentencing Commission and may be subject to other special conditions of supervised release as determined by the Court. The standard conditions of supervised release are as follows:

- a. The Defendant shall report to the probation office in the federal judicial district where he is authorized to reside within 72 hours of release from imprisonment, unless the probation officer instructs the Defendant to report to a different probation office or within a different time frame.
- b. After initially reporting to the probation office, the Defendant will receive instructions from the court or the probation officer about how and when to report to the probation officer, and the Defendant shall report to the probation officer as instructed.
- c. The Defendant shall not knowingly leave the federal judicial district where he is authorized to reside without first getting permission from the court or the probation officer.
- d. The Defendant shall answer truthfully the questions asked by the probation officer.
- e. The Defendant shall live at a place approved by the probation officer. If the Defendant plans to change where he lives or anything about his or her living arrangements (such as the people the Defendant lives with), the Defendant shall notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, the Defendant shall notify the probation officer within 72 hours of

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<sup>1</sup> Generally, the penalty for wire fraud is not more than 20 years imprisonment and a fine not more than \$250,000.00. However, the instant offense involves a benefit "authorized . . . transmitted, transferred, disbursed, or paid in connection with [ ] a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5122))["]. See 18 U.S.C. § 1343.

- becoming aware of a change or expected change.
- f. The Defendant shall allow the probation officer to visit the Defendant at any time at his or her home or elsewhere, and the Defendant shall permit the probation officer to take any items prohibited by the conditions of the Defendant's supervision that he or she observes in plain view.
  - g. The Defendant shall work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses the defendant from doing so. If the Defendant does not have full-time employment he shall try to find full-time employment, unless the probation officer excuses the defendant from doing so. If the Defendant plans to change where the Defendant works or anything about his or her work (such as the position or the job responsibilities), the Defendant shall notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, the Defendant shall notify the probation officer within 72 hours of becoming aware of a change or expected change.
  - h. The Defendant shall not communicate or interact with someone the Defendant knows is engaged in criminal activity. If the Defendant knows someone has been convicted of a felony, the Defendant shall not knowingly communicate or interact with that person without first getting the permission of the probation officer.
  - i. If the Defendant is arrested or questioned by a law enforcement officer, the Defendant shall notify the probation officer within 72 hours.
  - j. The Defendant shall not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person, such as nunchakus or Tasers).
  - k. The Defendant shall not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
  - l. If the probation officer determines that the Defendant poses a risk to another person (including an organization), the probation officer may require the Defendant to notify the person about the risk and the Defendant shall comply with that instruction. The probation officer may contact the person and confirm that the Defendant has notified the person about the risk.
  - m. The Defendant shall follow the instructions of the probation officer related to the conditions of supervision.

### **RESTITUTION**

14. The Defendant agrees to pay full restitution to all victims of the offenses to which the Defendant is pleading guilty, to all victims of any offenses dismissed as a result of this Plea Agreement, and for all losses caused by the Defendant's criminal conduct even if such losses resulted from crimes not charged in the Indictment or Information or admitted to by the Defendant

in the factual statement. The Defendant acknowledges and agrees that all restitution as agreed to above shall be governed by the provisions of the Mandatory Victims Restitution Act, 18 U.S.C. § 3663A. The Defendant understands full restitution will be ordered regardless of Defendant's financial resources. The Defendant further understands the restitution will be determined by the Court. The Defendant agrees to cooperate in efforts to collect the restitution obligation, by any means the United States deems appropriate and agrees to waive any defense or objections to any action to enforce the collection of the restitution. The Defendant understands imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action. The Defendant acknowledges that any restitution imposed is not dischargeable in any bankruptcy proceeding pursuant to 18 U.S.C. § 3613(e).

#### **AGREEMENT TO PROVIDE FINANCIAL INFORMATION**

15. The defendant agrees that no later than thirty (30) days after the change of plea, the defendant shall complete the financial disclosure statement and the accompanying releases provided by the United States Attorney's Office and deliver them to the United States Probation Office and the United States Attorney's Office. This financial disclosure statement is sworn by the defendant to be true and correct under penalty of perjury. The defendant agrees that his failure to truthfully and fully complete the financial disclosure statement and accompanying releases may result in the government objecting to the defendant receiving a reduction for acceptance of responsibility.

#### **PAYMENT OF MONETARY PENALTIES**

16. The Defendant agrees that monetary penalties to include special assessments, fine, and/or restitution imposed by the Court will be (i) subject to immediate enforcement as provided in 18 U.S.C. § 3613c, and (ii), submitted to the Treasury Offset Program so that any federal

payment such as an income tax refund or transfer of returned property the defendant receives may be offset and applied to federal debt without affecting the periodic payment schedule ordered by the Court.

#### **NO OTHER CHARGES**

17. The United States agrees that no other federal charges, which stem from the activities described in the Information, will be brought against the Defendant in the Western District of Arkansas.

#### **SENTENCING GUIDELINES ARE ADVISORY BUT NOT MANDATORY**

18. The parties acknowledge that the Court shall consult and take into account the United States Sentencing Commission Guidelines in determining the sentence, but that the Court is not bound by the Guidelines and may sentence the Defendant to any sentence within the statutory range.

#### **AGREEMENT DOES NOT PROMISE A SPECIFIC SENTENCE**

19. The Defendant acknowledges that discussions have taken place concerning the possible guideline range which might be applicable to this case. The Defendant agrees that any discussions merely attempt to guess at what appears to be the correct guideline range and do not bind the District Court. Further, the Defendant acknowledges that the actual range may be greater than contemplated by the parties. In the event that the actual guideline range is greater than the parties expected, the Defendant agrees that this does not give him the right to withdraw his plea of guilty.

#### **RELEVANT CONDUCT CONSIDERED**

20. At the sentencing hearing, the United States will be permitted to bring to the Court's attention, and the Court will be permitted to consider, all relevant information with respect to the

Defendant's background, character and conduct, including the conduct that is the subject of this investigation for which he has not been charged up to the date of this Agreement, and/or which is the basis for any of the counts which will be dismissed pursuant to this agreement, as provided by § 1B1.3 of the Sentencing Guidelines.

#### **PERJURY**

21. In the event that it is determined that the Defendant has not been truthful with the Court as to any statements made while under oath, this Plea Agreement shall not be construed to protect the Defendant from prosecution for perjury or false statement.

#### **CONCESSIONS BY THE UNITED STATES**

22. The United States agrees not to object to a recommendation by the Probation Office or a ruling of the Court which awards the Defendant an appropriate-level decrease in the base offense level for acceptance of responsibility. If the offense level in the Presentence Report is 16 or greater and the Court accepts a recommendation in the Presentence Report that the Defendant receive two points for acceptance of responsibility, the United States agrees to move for an additional one-point reduction for acceptance of responsibility for a total of three points. However, the United States will not be obligated to move for an additional one-point reduction or recommend any adjustment for acceptance of responsibility if the Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following a) falsely denies, or makes a statement materially inconsistent with, the factual basis set forth in this agreement, b) falsely denies additional relevant conduct in the offense, c) is untruthful with the United States, the Court or probation officer, or d) materially breaches this Plea Agreement in any way.

#### **UNITED STATES' RESERVATION OF RIGHTS**

23. Although the United States agrees not to object to certain findings by the Probation

Office or to rulings of the Court, it reserves the right to:

- a. make all facts known to the Probation Office and to the Court;
- b. call witnesses and introduce evidence in support of the Presentence Report;
- c. contest and appeal any finding of fact or application of the Sentencing Guidelines;
- d. contest and appeal any departure from the appropriate Guideline range; and,
- e. defend all rulings of the District Court on appeal including those rulings which may be contrary to recommendations made or positions taken by the United States in this Plea Agreement which are favorable to the Defendant.

#### **NO RIGHT TO WITHDRAW THE GUILTY PLEA**

24. The United States' concessions on sentencing options are non-binding and made pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure. As a result, if the Court should reject the Defendant's requests or recommendations for certain findings of fact or applications of the Guidelines, the Defendant acknowledges that there is no right to withdraw the guilty plea.

#### **AGREEMENT NOT BINDING ON THE COURT**

25. The parties agree that nothing in this Agreement binds the District Court to:

- a. make any specific finding of fact;
- b. make any particular application of the Sentencing Guidelines;
- c. hand down any specific sentence;
- d. accept any stipulation of the parties as contained in this Plea Agreement; and,
- e. accept this Plea Agreement.

26. The United States and the Defendant acknowledge that the Court has an obligation to review the Presentence Report before it accepts or rejects this Plea Agreement.

#### **AGREEMENT DOES NOT BIND ANY OTHER ENTITY**

27. The parties agree that this Plea Agreement does not bind any governmental entity other than the United States Attorney's Office for the Western District of Arkansas.

### **SPECIAL ASSESSMENT**

28. The Defendant agrees to pay \$100 for each count as the special assessment in this case (\$300 total).

### **REPRESENTATIONS BY DEFENDANT**

29. By signing this Plea Agreement, the Defendant acknowledges that:
- a. The Defendant has read this Agreement (or has had this Agreement read to him) and has carefully reviewed every part of it with defense counsel.
  - b. The Defendant fully understands this Plea Agreement and is not under the influence of anything that could impede the Defendant's ability to fully understand this Plea Agreement.
  - c. No promises, agreements, understandings, or conditions have been made or entered into in connection with the decision to plead guilty except those set forth in this Plea Agreement.
  - d. The Defendant is satisfied with the legal services provided by defense counsel in connection with this Plea Agreement and matters related to it.
  - e. The Defendant has entered into this Plea Agreement freely, voluntarily, and without reservation and the Defendant's desire to enter a plea of guilty is not the result of threats or coercion directed at the Defendant or anyone connected with the Defendant.

### **REPRESENTATIONS BY DEFENSE COUNSEL**

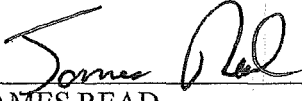
30. By signing this Plea Agreement, counsel for the Defendant acknowledges that:
- a. Counsel has carefully reviewed every part of this Agreement with the Defendant and this Agreement accurately and completely sets forth the entire agreement between the United States and the Defendant.
  - b. Counsel has explained the ramifications of the Plea Agreement to the Defendant, and believes that the Defendant understands this Plea Agreement, what rights are being lost by pleading guilty, and what the United States has agreed to do in exchange for the plea of guilty.
  - c. Counsel believes that the Defendant's decision to enter into this Agreement is an informed and voluntary one.


### **PLEA AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT**

31. The Defendant and his attorney acknowledge that this Plea Agreement constitutes the entire agreement of the parties. Further, all parties agree that there are no oral agreements or promises which have been made to induce the Defendant to change his plea to guilty.



Dated this 19th day of February, 2021.

  
\_\_\_\_\_  
JAMES READ  
Defendant

  
\_\_\_\_\_  
JAMES PIERCE  
Attorney for Defendant

DAVID CLAY FOWLKES  
ACTING UNITED STATES ATTORNEY

By:

  
\_\_\_\_\_  
HUNTER BRIDGES  
Assistant U.S. Attorney